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March 12, 2024

File No. 48536.15

VIA ECF

Magistrate Judge Peggy Kuo
United States District Court
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

**Re: Eliyahu Arantias v. SMG Automotive Holdings d/b/a Brooklyn Chrysler Jeep
Dodge Ram, et al.; Civil Action No. 22-cv-04510 (PK)**

Dear Magistrate Judge Kuo:

This firm represents Defendants SMG Automotive Holdings LLC and Zachary Schwebel (the "SMG Defendants") in the above-referenced action.

Currently scheduled is a Settlement Conference for March 15. Unfortunately, I have been advised that my insurance adjuster has a medical procedure on March 14 which will prevent her from being able to make the March 15 Conference, and Mr. Schwebel has a commitment on the afternoon of the March 15 that also will prevent him from being able to participate.¹ Further complicating matters is my firm's expected takeover of the employee Defendants, none of whom I have yet spoken to. To that point, I am starting to receive Consent to Change Attorney stipulations and that process is moving.

Starting last week I conferred with all counsel to request their consent to an adjournment of the Settlement Conference. Counsel for the employee Defendants consent to my request for an adjournment. Counsel for Plaintiff, however, got back to me today, stating in email form as follows:

¹ At Your Honor's discretion, I can discuss with the Court the medical issue confronting the adjuster.

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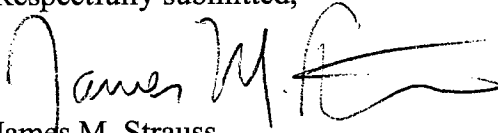
Counsel,

We do not consent to the adjournment, specifically we do not consent when there continues to be no confirmation that the employee defendants, along with the insurance adjuster and the other Defendants, will be in attendance. Further, we won't consent to proceeding to any settlement conference without confirming the prior terms agreed to in previously filed stipulations.

In requesting all parties' consent, I also circulated available dates for my clients. Those dates of availability are March 19, 20, 21, 26 and 27 and April 2, 3. I believe counsel for the employee Defendants are available on those days. Counsel for Plaintiff has stated nothing more than what is reported above.

Thank you in advance for your consideration.

Respectfully submitted,


James M. Strauss